

Federal Acquisition Regulation

46.101

- 46.202 Types of contract quality requirements.
- 46.202-1 Contracts for commercial items.
- 46.202-2 Government reliance on inspection by contractor.
- 46.202-3 Standard inspection requirements.
- 46.202-4 Higher-level contract quality requirements.
- 46.203 Criteria for use of contract quality requirements.
- 46.204 [Reserved]

Subpart 46.3—Contract Clauses

- 46.301 Contractor inspection requirements.
- 46.302 Fixed-price supply contracts.
- 46.303 Cost-reimbursement supply contracts.
- 46.304 Fixed-price service contracts.
- 46.305 Cost-reimbursement service contracts.
- 46.306 Time-and-material and labor-hour contracts.
- 46.307 Fixed-price research and development contracts.
- 46.308 Cost-reimbursement research and development contracts.
- 46.309 Research and development contracts (short form).
- 46.310 [Reserved]
- 46.311 Higher-level contract quality requirement.
- 46.312 Construction contracts.
- 46.313 Contracts for dismantling, demolition, or removal of improvements.
- 46.314 Transportation contracts.
- 46.315 Certificate of conformance.
- 46.316 Responsibility for supplies.

Subpart 46.4—Government Contract Quality Assurance

- 46.401 General.
- 46.402 Government contract quality assurance at source.
- 46.403 Government contract quality assurance at destination.
- 46.404 Government contract quality assurance for acquisitions at or below the simplified acquisition threshold.
- 46.405 Subcontracts.
- 46.406 Foreign governments.
- 46.407 Nonconforming supplies or services.
- 46.408 Single-agency assignments of Government contract quality assurance.

Subpart 46.5—Acceptance

- 46.501 General.
- 46.502 Responsibility for acceptance.
- 46.503 Place of acceptance.
- 46.504 Certificate of conformance.
- 46.505 Transfer of title and risk of loss.

Subpart 46.6—Material Inspection and Receiving Reports

- 46.601 General.

Subpart 46.7—Warranties

- 46.701 [Reserved]
- 46.702 General.
- 46.703 Criteria for use of warranties.
- 46.704 Authority for use of warranties.
- 46.705 Limitations.
- 46.706 Warranty terms and conditions.
- 46.707 Pricing aspects of fixed-price incentive contract warranties.
- 46.708 Warranties of data.
- 46.709 Warranties of commercial items.
- 46.710 Contract clauses.

Subpart 46.8—Contractor Liability for Loss of or Damage to Property of the Government

- 46.800 Scope of subpart.
- 46.801 Applicability.
- 46.802 Definition.
- 46.803 Policy.
- 46.805 Contract clauses.
- 46.806 Subcontracts.

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46.000 Scope of part.

This part prescribes policies and procedures to ensure that supplies and services acquired under Government contract conform to the contract's quality and quantity requirements. Included are inspection, acceptance, warranty, and other measures associated with quality requirements.

Subpart 46.1—General

46.101 Definitions.

As used in this part—

Acceptance means the act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

Conditional acceptance means acceptance of supplies or services that do not conform to contract quality requirements, or are otherwise incomplete, that the contractor is required to correct or otherwise complete by a specified date.

Contract quality requirements means the technical requirements in the contract relating to the quality of the

product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to assure that the product or service conforms to the contractual requirements.

Critical nonconformance means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

Government contract quality assurance means the various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.

Major nonconformance means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Minor nonconformance means a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services.

Off-the-shelf item means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale. The item may be commercial or produced to military or Federal specifications or description.

Patent defect means any defect which exists at the time of acceptance and is not a latent defect.

Subcontractor (see 44.101).

Testing means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

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46.102 Policy.

Agencies shall ensure that—

(a) Contracts include inspection and other quality requirements, including warranty clauses when appropriate, that are determined necessary to protect the Government's interest.

(b) Supplies or services tendered by contractors meet contract requirements;

(c) Government contract quality assurance is conducted before acceptance (except as otherwise provided in this part), by or under the direction of Government personnel;

(d) No contract precludes the Government from performing inspection;

(e) Nonconforming supplies or services are rejected, except as otherwise provided in 46.407;

(f) Contracts for commercial items shall rely on a contractor's existing quality assurance system as a substitute for compliance with Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired permit in-process inspection (Section 8002 of Public Law 103-355). Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice; and

(g) The quality assurance and acceptance services of other agencies are used when this will be effective, economical, or otherwise in the Government's interest (see subpart 42.1.)

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46.103 Contracting office responsibilities.

Contracting offices are responsible for—

(a) Receiving from the activity responsible for technical requirements any specifications for inspection, testing, and other contract quality requirements essential to ensure the integrity of the supplies or services (the activity responsible for technical requirements is responsible for prescribing contract quality requirements, such as inspection and testing requirements or, for service contracts, a quality assurance surveillance plan);

(b) Including in solicitations and contracts the appropriate requirements for the contractor's control of quality for the supplies or services to be acquired;